

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
JEROME, ARIZONA

THIS AGREEMENT is entered into 9 May, 2002 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the Town of Jerome, acting by and through its MAYOR and TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State and the Town desire to design and construct a barrier wall in the Town of Jerome (MP 344.5) for the safety and benefit of the traveling public. The parties agree the Town shall be the lead agency for the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 25259
Filed with the Secretary of State
Date Filed: 05/09/02
Betsy Bayless
Secretary of State

By Wm. D. Graenewald

II. SCOPE OF WORK

1. The Town will:
 - a. Request a permit to access and construct the Project, through its Department of Transportation, Prescott District Office
 - b. Upon concurrence from the State, construct the Project to the dimensions provided by the State.
 - c. Upon awarding of the project, invoice the State for the construction cost of the State's final cost estimate not to exceed \$15,970.00.
 - d. Upon completion of the Project, provide ownership and maintenance of barrier wall.
2. The State will:
 - a. Provide construction plans and specifications. Permit the Town access to construct the Project.
 - b. Upon award of the Project and receipt of an invoice, remit to the Town for the construction cost of the State's final cost estimate, not to exceed \$15,970.00.
 - c. Provide construction inspection.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be canceled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.
2. This agreement shall become effective upon filing with the Secretary of State.
3. This agreement may be canceled in accordance with Arizona Revised Statutes Section 38-511
4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

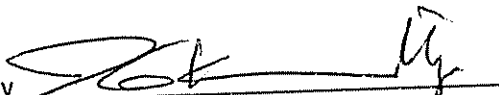
Jerome
Jay Kinsella, Mayor
301 Main Street
Jerome, AZ 86331

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

JEROME, ARIZONA

STATE OF ARIZONA
Department of Transportation

By 
JAY KINSELLA
Mayor

By 
WILLIAM J. HIGGINS, P.E.
Deputy State Engineer

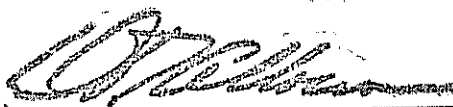
ATTEST

By 
AL PALMIERI
Town Clerk

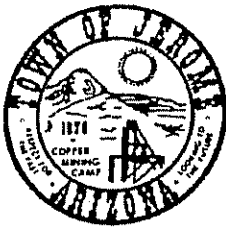
RESOLUTION

BE IT RESOLVED on this 15th day of January, 2002, that I, the undersigned VICTOR M. MENDEZ, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the Town of Jerome, for the purpose of defining responsibilities for the design and construction of a barrier wall in the Town of Jerome at MP 344.5.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in dark ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E., Assistant State Engineer
Engineering Technical Group
for VICTOR M. MENDEZ, Director



Founded 1876
Incorporated 1899

TOWN OF JEROME, ARIZONA

POST OFFICE BOX 335, JEROME, ARIZONA 86331
(520) 634-7943 FAX: (520) 634-0715 E-mail toj@sedona.net

**Celebrating Our 100th Anniversary
1899 - 1999**

RESOLUTION #399

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF JEROME, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE FUNDING FOR THE DESIGN AND CONSTRUCTION OF A BARRIER WALL IN THE TOWN OF JEROME AT MP 344.5

WHEREAS, the Town of Jerome has requested funds to design and construct a barrier wall in the Town of Jerome (MP 344.5) for the safety and benefit of the traveling public. The parties agree the Town shall be the lead agency for the project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF JEROME, ARIZONA:

THAT, the Mayor of the Town of Jerome is hereby authorized to enter an intergovernmental agreement between the State of Arizona Department of Transportation and the Town of Jerome, for the purposes stated above.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF JEROME this 10th, day of April, 2002

APPROVED:


Jay Kinsella, Mayor

ATTEST:


Al Palmieri, Town Clerk

I do hereby certify that this is a true and correct copy of Resolution 399, passed and adopted by the Common Council of the Town of Jerome, on April 10th, 2002


Al Palmieri, Town Clerk



APPROVAL OF THE TOWN OF JEROME ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF JEROME, and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona

DATED this 15th day of April 2002.

Col. V. Underwood

Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

1275 WEST WASHINGTON STREET, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR02-0349TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED May 3, 2002.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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